

Fill in this information to identify the case:

Debtor 1 Joshua Jacob Shy  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the : Southern District of Ohio  
(State)  
Case number 2:19-bk-57457

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, as Trustee for CVI LCF Mortgage Loan Trust I Court claim no. (if known): 16

Last four digits of any number you use to identify the debtor's account: XXXXXX3561

Date of payment change: 12/1/2021  
Must be at least 21 days after date of this notice

New total payment: \$935.17  
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☒ No  
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ 483.38

New escrow payment : \$ 330.68

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

- ☐ No  
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$

New principal and interest payment: \$

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

Joshua Jacob Shy

First Name Middle Name Last Name

Case number (if known) 2:19-bk-57457

**Part 4:**

**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/Linda St. Pierre Date 10/18/2021  
Signature

Print: Linda St. Pierre Title Authorized Agent for Creditor  
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road  
Number Street  
Roswell GA 30076  
City State ZIP Code

Contact phone 860-240-9156

Email Linda.St.Pierre@mccalla.com

In Re:  
Joshua Jacob Shy

Bankruptcy Case No.: 2:19-bk-57457  
Chapter: 13  
Judge: C. Kathryn Preston

CERTIFICATE OF SERVICE

I, Linda St. Pierre, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Joshua Jacob Shy  
2625 Charing Road  
Columbus, OH 43221

Martin N Baba  
3010 Hayden Road  
Columbus, OH 43235

*(served via ECF Notification)*

Edward A. Bailey, Trustee  
130 E. Wilson Bridge Rd. Suite 200  
Worthington, OH 43085

*(served via ECF Notification)*

U.S. Trustee  
Asst US Trustee (Col)  
Office of the US Trustee  
170 North High Street  
Suite 200  
Columbus, OH 43215

*(served via ECF Notification)*

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 10/19/2021 By: /s/Linda St. Pierre  
(date) Linda St. Pierre  
Authorized Agent for Creditor

P.O. Box 111209 Nashville, TN 37222

Return Service Only - Please do not send mail to this address



Online Information: [www.fayservicing.com](http://www.fayservicing.com)

**RETURN SERVICE REQUESTED**



8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat  
 Toll Free: (800) 495-7166  
 Fax: (630) 282-7548



**Correspondence:**  
 1601 LBJ Freeway Suite 150  
 Farmers Branch, TX 75234

JOSHUA J SHY  
 2625 CHARING RD  
 COLUMBUS, OH 43221

Analysis Date:  
 Loan Number:  
 Borrower Name:

09/23/21

JOSHUA J SHY

Each year Fay Servicing, LLC reviews your escrow account to determine your new monthly escrow payment. As you may know, we collect funds and hold them in your escrow account to pay property taxes and insurance premiums on your behalf. Below are answers to the most commonly asked questions we receive about the annual escrow analysis and details related to your account.

**1. What is the amount of my new monthly payment starting December 01, 2021?**

Payment Items	Current Payment	New Payment	Difference
Total Payment	1,087.87	935.17	-152.70
Portion Going to Escrow	483.38	330.68	-152.70

- Note:** If you currently use a third party bill pay service to make automatic payments, please update the amount scheduled to reflect the new payment amount listed above. If you are currently set up on automatic payments with Fay Servicing, this new amount will automatically take effect with your December payment.

**2. What are the most common reasons that my escrow payment may change from year to year?**

- A. Increases or Decreases in Amounts Billed** – The amount we collect each month to be held in your escrow account may change based on increases or decreases to your property taxes, mortgage insurance premiums, or homeowner's insurance premiums. The information below compares the amounts Fay Servicing expected to pay for each item this past year from your escrow account to the actual amounts that were paid or will be due. The difference column reflects the increase or decrease for each escrowed item.

Escrowed Item	Anticipated Amounts Due	Actual Amounts Paid or Due	Difference
COUNTY 1ST	\$2,168.25	\$1,770.61	-\$397.64
COUNTY 2ND	\$2,168.25	\$1,770.61	-\$397.64
HOMEOWNERS I	\$1,464.00	\$427.00	-\$1,037.00
<b>Total Annual Escrow Payments</b>	<b>\$5,800.50</b>	<b>\$3,968.22</b>	<b>-\$1,832.28</b>
<b>Monthly Escrow Payments</b>	<b>\$483.38</b>	<b>\$330.68</b>	<b>-\$152.70</b>

- B. Repayment of Escrow Shortage or Surplus** - According to the projections shown in Table 1 on the reverse side, your escrow account will rise above the minimum required balance of \$661.36 in June. This means you have a **surplus** of \$12,020.27 in your escrow account.

Projected Low Escrow Balance	Allowable Low Escrow Balance	Surplus
\$2,974.46	\$661.36	\$12,020.27*

\* An Escrow Adjustment of \$9,707.17, scheduled to be repaid through the bankruptcy, is included in this calculation.

**ESCROW SURPLUS SUMMARY**

Loan Number: [REDACTED]

Name: JOSHUA J SHY

Surplus Amount: \$12,020.27

The surplus is being retained in your account.

If you have any questions regarding this surplus amount, please contact us at (800) 495-7166.

**FAY**  
 SERVICING



**ESCROW ACCOUNT PROJECTIONS AND ACTIVITY HISTORY**

Table 1 shows a month by month estimate of the activity we anticipate will occur in your escrow account over the next 12 months. This table shows the projected low balance point that is used to calculate an escrow surplus or shortage.

**TABLE 1 - ACCOUNT PROJECTIONS**

<u>Month</u>	<u>Description</u>	<u>Payments Estimate</u>	<u>Disbursements Estimate</u>	<u>Total Balance</u>	<u>Minimum Required</u>	<u>Difference</u>
12/21	Beginning Balance			\$4,627.92		
01/22	COUNTY 1ST	330.68	1,770.61	3,187.99	661.36	2,526.63
02/22	HOMEOWNERS I	330.68	427.00	3,091.67	661.36	2,430.31
03/22		330.68	0.00	3,422.35	661.36	2,760.99
04/22		330.68	0.00	3,753.03	661.36	3,091.67
05/22		330.68	0.00	4,083.71	661.36	3,422.35
06/22	COUNTY 2ND	330.68	0.00	4,414.39	661.36	3,753.03
07/22		330.68	1,770.61	2,974.46	661.36	<b>2,313.10 **</b>
08/22		330.68	0.00	3,305.14	661.36	2,643.78
09/22		330.68	0.00	3,635.82	661.36	2,974.46
10/22		330.68	0.00	3,966.50	661.36	3,305.14
11/22		330.68	0.00	4,297.18	661.36	3,635.82
12/22		330.68	0.00	4,627.86	661.36	3,966.50
<b>Totals</b>		<b>\$3,968.16</b>	<b>\$3,968.22</b>			

\*\*Low Balance used to determine escrow overage or shortage.

Federal law (RESPA) allows lenders to maintain a two month cushion in an escrow account. A lower cushion may be required under state law. The cushion helps minimize the amount your escrow account could be overdrawn if tax or insurance payments increase.

Table 2 itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. Last year estimates are next to the actual activity. The letter 'E' beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. An asterisk (\*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

**TABLE 2 - ESCROW ACTIVITY HISTORY**

<u>Month</u>	<u>Description</u>	<u>Payments</u>		<u>Projected Disbursements</u>		<u>Total Balance</u>
<u>History</u>		<u>Estimate</u>	<u>Actual</u>	<u>Estimate</u>	<u>Actual</u>	
12/20	Beginning Balance					-\$5,611.35
12/20	COUNTY 1ST	483.38	1,105.70 *	2,168.25	1,770.61 *	-6,276.26
12/20	HOMEOWNERS I	0.00	0.00	1,464.00	1,476.00 *	-7,752.26
01/21	HOMEOWNERS I	483.38	1,874.85 *	0.00	427.00 *	-6,304.41
02/21		483.38	1,105.70 *	0.00	0.00	-5,198.71
03/21		483.38	481.49 *	0.00	0.00	-4,717.22
04/21		483.38	481.49 *	0.00	0.00	-4,235.73
05/21	COUNTY 2ND	483.38	981.78 *	0.00	1,770.61 *	-5,024.56
06/21	COUNTY 2ND	483.38	481.49 *	2,168.25	0.00 *	-4,543.07
07/21		483.38	0.00 *	0.00	0.00	-4,543.07
08/21		483.38	0.00 *	0.00	0.00	-4,543.07
09/21		483.38	8,204.23 E	0.00	0.00	3,661.16
10/21		483.38	483.38 E	0.00	0.00	4,144.54
11/21		483.38	483.38 E	0.00	0.00	4,627.92
<b>Totals</b>		<b>\$5,800.56</b>	<b>\$15,683.49</b>	<b>\$5,800.50</b>	<b>\$5,444.22</b>	

**IMPORTANT NOTICES**

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC at least three (3) business days prior to your next scheduled debit.

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

**CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**IMPORTANT BANKRUPTCY NOTICE**

**Bankruptcy (if applicable)** - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

**NOTICE TO CUSTOMERS**

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC  
**Attn: Customer Service Department**  
3000 Professional Drive, Suite A  
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat.

**MINI MIRANDA**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**HUD STATEMENT**

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

**EQUAL CREDIT OPPORTUNITY ACT NOTICE**

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261  
[www.ftc.gov](http://www.ftc.gov)

**SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)** - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

**PROPERTY INSPECTIONS**

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

**Disputed Debts:** If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

